AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J - FFP	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. *(If applicable)*
003	5-05-06		

6. ISSUED BY DOE/AL OCP CODE

DEPARTMENT OF ENERGY
NNSA SERVICE CENTER – AD
PO BOX 5400
ALBUQUERQUE, NM 87185-5400
DAVID A. GALLEGOS 505-845-5849
DGALLEGOS@DOEAL.GOV

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) X

9A. AMENDMENT OF SOLICITATION NO.
DE-RP52-06NA25694

9B. DATED *(SEE ITEM 11)*
03-15-06

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *( )* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor is not [ ], is [ ] required to sign this document and return __ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (*Type or print*)		16A. NAME AND TITLE OF SIGNER *(Type or print)*	
		LOUISE K. STEVENSON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY_____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

THE PURPOSE OF THIS AMENDMENT IS TO REVISE SECTION J:

(1) Section J – List of Attachments. Replace in its entirety with the version dated 5-5-06 which is attached to this amendment, and which replaces the date of Attachment 1 from "26 APR 2006" to 05 MAY 2006."

(2) Section J, Attachment 1, Statement of Work. Replace in its entirety with the version dated 5-5-06 which is attached to this amendment. The change is specified below.

Paragraph 4.(a)(12) is replaced in its entirety with:

"Flight Dispatch. The Contractor shall dispatch all DC-9 flights and shall post dispatch personnel on duty anytime a DC-9 is airborne. The Contractor shall provide flight following for all flights, public and civil. The Contractor shall input mission and operational flight data into Government-furnished Flight Operations Software (FOS) and is responsible for the accuracy and completeness of that Contractor-entered data. The Contractor shall provide all invoices for reimbursable expenses related to the flight, including fuel invoices, to the AOB Business Manager. The Contractor shall accept only Government manifested personnel and cargo for transport."

ALL OTHER TERMS, CONDITIONS, AND PROVISIONS REMAIN UNCHANGED.

AMENDMENT 003 ATTACHMENTS:

Section J	List of Attachments (Updated: 5-5-06)
Section J, Attachment 1	Statement of Work (Updated: 5-5-06)

AAMENDMENT 003 ATTACHMENT

SECTION J LIST OF ATTACHMENTS

(UPDATED: 5-05-06)

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	10	05 MAY 2006	STATEMENT OF WORK
ATTACHMENT 2	3	07 DEC 2005	PERSONNEL QUALIFICATIONS
ATTACHMENT 3	2	23 FEB 2006	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 4	16	21 JUN 2005	GOVERNMENT FURNISHED PROPERTY
ATTACHMENT 5	9	03 MAY 2005	AREA WAGE DETERMINATION 94-2361 REV 28
ATTACHMENT 6	53	19 JUL 2005	COLLECTIVE BARGAINING AGREEMENT – MECHANICS AND RELATED CRAFTS
ATTACHMENT 7	2	09 FEB 2006	QUALITY ASSURANCE SURVEILLANCE PLAN
ATTACHMENT 8	19	06 SEP 2005	PRE-AWARD INSPECTION CHECKLIST
ATTACHMENT 9	1	24 JUN 2005	STORES INVENTORY SUMMARY
ATTACHMENT 10	64	07 APR 2006	COLLECTIVE BARGAINING AGREEMENT – THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

AMENDMENT 003 ATTACHMENT

SECTION J, ATTACHMENT 1 - STATEMENT OF WORK

(UPDATED: 5-05-06)

1. OBJECTIVE

To specify the aviation requirements for Contractor support to the United States (US) Department of Energy (DOE), National Nuclear Security Administration (NNSA), Office of Secure Transportation (OST).

2. SCOPE

The scope of the contract includes flight operations, dispatch, maintenance, logistics, and ground support for Government-owned large and small aircraft of the NNSA/OST Aviation Branch (AB), located at Kirtland Air Force Base (KAFB), in Albuquerque, New Mexico (NM).

3. BACKGROUND

(a) The primary mission of NNSA is the research, development, production, dismantlement, safety and surveillance of nuclear weapons for the US. NNSA owns and operates aircraft to support its statutory missions. The Contractor shall provide all the services necessary to meet the requirements for the transportation of personnel and cargo, and the NNSA statutory missions.

(b) The required maximum flying hours specified in the table below for each contract year are based on the past five-year averages and projected increased mission requirements:

No. of Airplanes	Type	YR01	YR02	YR03	YR04	YR05
2	DC-9-15F	1,500	1,500	1,500	1,500	1,500
1	DC-9-33F					
2	DHC-6	400	400	400	400	400
1	Lear 35	400	400	400	400	400
1	G-III	350	350	350	350	350

(c) KAFB, Albuquerque, NM, is the main operating base for this contract. OST flight missions are conducted throughout CONUS. However, in the event that there would be international flights or flights to Alaska or Hawaii – reasonable, allowable, and allocable costs will be reimbursed by the Government.

4. TECHNICAL REQUIREMENTS/TASKS

(a) Flight Operations. The Contractor shall operate and maintain Government-furnished aircraft in accordance with 14 CFR Part 121/135, the Contractor's Operations Specifications, and the OST/AB Public Operations Manual (POM). The Contractor shall provide flight services to meet the following NNSA requirements: passenger transportation, public aircraft personnel transportation, cargo and hazardous materials transportation, combination (COMBI) flights, research and development (R&D) flights, and alert missions. The Contractor shall operate and maintain Government-furnished aircraft to provide safe and efficient transportation, dispatch services, and cabin safety specialists or flight attendants (CSS/FA), as required. Approximately 60% of the FY04 OST/AB flying hours in the DC-9 required CSS/FA staffing. CSS are required in accordance with 14 CFR requirements, and mechanics are required in accordance with the Contractor's FAA-accepted procedures.

(1) The Contractor shall hold a Supplemental Air Carrier operating certificate (14 CFR Part 121) issued under the provisions of 14 CFR Part 119 (Part 119) for the DC-9 aircraft. Within 120 days (or within a reasonable time agreed to by the Contracting Officer in consultation with NNSA/OST, the Contractor, and the FAA) after the contract is awarded: (1) the Contractor shall have in its Part 121 operation specifications, authorization to operate the "small aircraft" (defined in 14 CFR Part 1) under 14 CFR Part 135 or hold a 14 CFR Part 135 Operating Certificate in addition to the Part 121 Certificate, and (2) the Contractor shall have the Government-owned airplanes listed on its certificate(s) and in their operations

specifications. Should the FAA require proving runs, the associated flying hours are included in the YR01 totals.

(2) Passenger Transportation. The Contractor shall transport passengers for site visits, speaking engagements, political events, meetings, conferences, or training not related or associated with the aircraft duties.

(3) Public Aircraft Personnel Transportation. The Contractor shall transport Government and Contractor employees as Qualified Non-Crewmembers incidental to the conduct of NNSA ER and OST missions.

(4) Cargo/Hazardous Materials Transportation and COMBI Flight Operations. The Contractor shall accept for transport, load, secure, tie down, and off load all manifested cargo. The shipper will provide load certification including dimensions, HAZMAT itemization, weight, and center of gravity if applicable. The Contractor shall transport hazardous material and special cargo in accordance with 49 CFR, DOE O 461.1A, and DOE Special Permit DOE-SP10885; and may be required to include hazardous material transport on their Operations Specifications. In accordance with the published FAA risk assessment advisory circular, the Contractor shall conduct an appropriate risk assessment for hazardous materials transport.

(5) R&D Flights. The Contractor shall fly sensors, radars, cameras, other equipment, and Qualified Non-Crewmembers in support of Government research.

(6) Alert Aircraft Readiness. The Contractor shall maintain one DC-9 aircraft, the corresponding flight crews, dispatch, maintenance and ground support personnel on alert status to launch quickly as possible but not more than four hours after notification. This requirement exists 365 days per year. Manifest and load the corresponding ER team and its equipment, and launch as quickly as possible but not more than four hours after notification. The Contractor shall designate specific aircraft by tail number for the alert mission, and will coordinate with the COR to substitute aircraft whenever mission, maintenance, or operational considerations warrant. It is not required that designated alert personnel remain on KAFB to meet this response requirement.

(7) Mission Aircraft Readiness. The Government may schedule any aircraft or combination of aircraft to operate any day of the year to meet its statutory mission requirements. The Contractor shall accomplish all scheduled aircraft missions with the exception of those missions canceled by the Government or due to circumstances beyond the control of Contractor, such as Weather, Air Traffic Control, or Mechanical factors. Generally, missions are scheduled more than 24 hours in advance of departure with the majority of them on the books one week or more ahead of schedule. During normal duty hours, the Government may order missions not scheduled in advance. In these instances, if required personnel and aircraft are Mission Ready and in place, the Contractor shall have a minimum of two hours between notification and the required airplane departure time. Normal duty hours are 8:00 AM to 5:00 PM, Monday through Friday, excluding Federal holidays. This does not require the Contractor to maintain an aircraft and personnel on "alert" for an unscheduled mission, and does not affect the Alert Aircraft Readiness requirement described above.

(8) Alert Mission Capability Rate. The Contractor shall maintain an Alert Mission Capability Rate of 100% (see Paragraph 5 below for specific reporting requirements).

(9) Certain Emergency Response (ER) missions may involve risks associated with unintended but unavoidable flight into atmospheric radiological contamination. Such ER missions are directed by the National Command Authority and approved by the NNSA Administrator. The Contractor and individually affected flight crewmembers must accept such risks as a condition of employment.

(10) Aircraft Availability. The Contractor shall determine Aviation Performance Indicators and develop reports for each aircraft series and for the fleet, calculated in accordance with the reporting requirements of Paragraph 5, Reports. Fleet availability rate goals are specified in Paragraph 4(b) (2) below.

(11) Crew Availability. The Contractor shall have the appropriate number of trained and qualified pilots, mechanics, ground support personnel, cabin safety specialists, dispatch personnel and available to perform all scheduled missions.

(12) Flight Dispatch. The Contractor shall dispatch all DC-9 flights and shall post dispatch personnel on duty anytime a DC-9 is airborne. The Contractor shall provide flight following for all flights, public and civil. The Contractor shall input mission and operational flight data into Government-furnished Flight Operations Software (FOS) and is responsible for the accuracy and completeness of that Contractor-entered data. The Contractor shall provide all invoices for reimbursable expenses related to the flight, including fuel invoices, to the AOB Business Manager. The Contractor shall accept only Government manifested personnel and cargo for transport.

(13) Departure (Dispatch) Reliability Rate. The Contractor shall maintain a Departure (Dispatch) Reliability Rate of 95% (see Paragraph 5 below for specific reporting requirements).

(14) Operations Scheduling Effectiveness. The Contractor shall maintain an operational scheduling effectiveness rate of 95%, with the exception of customer cancellations (see Paragraph 5 below for specific reporting requirements).

(15) Safe Haven Procedures. Certain classified cargos require classified “safe haven” procedures that may require an en-route change of destination. The Contractor shall implement safe haven procedures in coordination with the COR.

(b) Aircraft Maintenance/Airworthiness and Inspection.

(1) Aircraft Certification. All Government-furnished aircraft are Standard category aircraft with Standard Certificates of Airworthiness. The Contractor shall maintain the airworthiness and certification of all assigned aircraft. The installation of any special equipment directed by the COR, or specified in this contract, shall be in accordance with technical data approved by or acceptable to the FAA. All aircraft alterations will be performed in accordance with FAA approved or accepted data and procedures.

(2) Fleet Availability. The Contractor shall maintain Aircraft Fleet Availability Rate at a minimum of 80% (see Paragraph 5 below for specific reporting requirements).

(3) Maintenance and Inspection. The Contractor shall, in accordance with the provisions of this contract, maintain Government-furnished aircraft in accordance with a maintenance and or inspection program authorized for that aircraft under the applicable portions of 14 CFR Parts 121 or 135. All maintenance, preventative maintenance and alterations shall be performed to maintain the aircraft type certificate and airworthiness certificate. The Contractor is not required to hold a 14 CFR Part 145 certification to conduct maintenance on assigned aircraft. For aircraft maintenance beyond the Contractor’s capabilities, the Contractor shall subcontract in accordance with Paragraph (b) (11) below.

(4) Location of Maintenance. The table below specifies maintenance that the Government recommends to be performed by the contractor on site at the OST Aviation facility on KAFB, Albuquerque, NM for aircraft availability and oversight purposes. However, the contractor may perform or subcontract scheduled maintenance offsite.”

Aircraft	Maintenance expected to be conducted on-site at Kirtland Air Force Base
DC-9	All inspections and checks up to but not including C-check
G-III	All inspections and checks up to but not including 5,000 cycle and 72-month
Lear 35	All inspections and checks up to but not including 12 year
DHC-6	All inspections and checks

(5) Scheduled Maintenance. The Contractor shall schedule known aircraft maintenance as soon as possible, but at least 30 days in advance, to project airplane down-time and allow the COR to plan mission impact with OST.

(6) Quality Control System. The Contractor shall establish and maintain a quality control system for the continuing analysis and surveillance of the maintenance program, preventive maintenance, and repairs and alterations of the aircraft.

(7) Compliance. The Contractor shall assure that all work performed on assigned aircraft, whether performed by the Contractor's employees, or by subcontractors, is in compliance with FAA approved or accepted data and that the aircraft remain in compliance with their respective Certificates of Airworthiness.

(8) Serviceability. The Contractor shall repair/replace items that do not meet or exceed original equipment manufacturer serviceability criteria. All parts and materials shall be capable of operating until the next scheduled inspection or overhaul.

(9) Avionics Requirements. The Contractor shall repair/replace avionics equipment when it becomes necessary, and maintain aircraft navigational databases with current data.

(10) Quality Assurance Program. The Contractor shall have a Quality Assurance Program. Quality assurance inspectors shall provide quality control and inspection in accordance with the Contractor's Part 121 General Maintenance Manual (GMM).

(11) Subcontracts. The Contractor may subcontract or enter into blanket purchasing agreements with airframe manufacturers, engine manufacturers, and major repair and alteration facilities provided the subcontractors are certificated under 14 CFR Part 145, or compliant with 14 CFR Part 43.17 for the type of work to be performed. The Contractor shall obtain Contracting Officer approval for all subcontracts and blanket purchasing agreements for Government reimbursable expenses. The Contractor shall provide oversight of, and is ultimately responsible for all work accomplished on Government-owned aircraft by subcontractors, national laboratory personnel or by others not employed by the Contractor.

(12) Ground Support Requirements. Contractor personnel shall perform all aircraft services, ground handling, aircraft movement, and operate and maintain ground support equipment in accordance with appropriate manuals.

(13) Maintenance Test and Functional Check Flights. The Contractor shall request maintenance test flights or Functional Check Flights through the COR.

(14) Maintenance Data. The Contractor shall obtain FAA approval of their maintenance-tracking programs. The Contractor is responsible for the maintenance and logistics data and shall ensure that the data input into the program is complete and accurate.

(15) Tools. The Contractor shall provide the mechanics' hand tools or require mechanics to supply their own. The Contractor shall implement tool control and tool accountability programs in the interests of safety, and a proactive Foreign Object Damage program. The Contractor shall monitor the condition, quality, and accountability of its employee's tools.

The Government will provide special aircraft tools (e.g., engine rigging tools) as required. The Contractor shall assure the care and traceability of each special tool.

(16) Records. The Contractor shall execute and retain all FAA required electronic and paper maintenance records.

(17) Minor Discrepancies. The Contractor is encouraged to not carry minor discrepancies on aircraft logbooks beyond 45 days without the approval of the COR.

(18) Engineering. Aircraft modifications and repairs not routinely conducted under manufacturer's approved procedures or in accordance with an existing Standard-Type Certificate, field approval, airworthiness directive, or service bulletin, will require the development of approved data through an appropriately licensed Designated Airworthiness Representative or Designated Engineering Representative. The Contractor shall ensure that all such work complies with 14 CFR 43 requirements.

(19) Aircraft Modernization. The Contractor shall perform aircraft modifications to support R&D and Government-directed fleet modernization efforts. Examples include, but are not limited to, purchase and installation of; avionics equipment, navigation systems, and R&D aircraft system components as well as aircraft structure modifications to accommodate science packages carried aboard the DHC-6 airplanes.

(20) Life-Limited (cycle, flight hours, or calendar) Components: The contractor shall be responsible for the replacement of all life-limited components unless the life-limited components are associated with major component overhaul or hot-section inspections for which the Government will reimburse the contractor.

(21) The contractor is responsible for the FOD control within the hangar.

(22) The contractor is responsible for disposal of hazardous waste and is classified as a Small Quantity Generator.

(c) Aircraft Logistics and Supply.

(1) Logistics Personnel. The Contractor shall provide sufficient qualified logistics personnel to procure, receive, inspect, store, account for, issue, and dispose of all parts and materials.

(2) Stores (Parts, Materials, Supplies) Inventory. The OST/AB has an inventory of aircraft parts, materials, and supplies that are available for use (see Section J, Attachment 9, Stores Inventory Summary). The Contractor shall maintain and utilize this inventory, but must replenish them, as they are drawn from supply, at the Contractor's expense for "scheduled" maintenance - and at Government reimbursable expense for "unscheduled" maintenance. The COR may alter the OST/AB parts inventory list when requested by the Contractor. The Contractor shall establish a quality control process to ensure all replacement aircraft parts meet type specifications and are genuine, and to detect and reject counterfeit or undocumented parts.

(3) Government Property. The Contractor shall manage Government property listed in Section J in accordance with the Government Property clause. The Contractor shall conduct periodic inventories in accordance with DOE/NNSA policies, to ensure accountability for all parts, tools, and supplies provided under the contract. The Contractor shall not co-mingle Government-furnished and Contractor-owned property.

(4) Logistics Performance Indicators. The Contractor shall have a system that tracks logistics performance indicators in accordance with the reporting requirements in Paragraph 5 below.

(5) Warranties Management. The Contractor shall effectively manage all warranties.

(6) Purchasing and Subcontracting for Reimbursable Expenses.

(a) Reimbursable Expenses. The Contractor shall obtain supplies and services, associated with this contract, authorized for reimbursement by the Government. The Contractor is authorized to utilize Government supply sources when available.

(b) Best Value. The Contractor shall procure supplies and services at best value, including transportation expenses, consistent with need.

(c) Subcontracts. The Contractor shall have the capability of entering into subcontracts or blanket purchasing agreements for aircraft components, avionics, radar, power plant, hydraulic components, and landing gear components; and for repairs, modifications or inspections that are over and above the capabilities of the Contractor's on-site maintenance services. In addition, subcontracts may be allowed for flight support services, parts, materials, and training.

(d) Fuel Purchases. The Contractor shall purchase aircraft fuel away from home station in the following order: 1) Department of Defense fuel, 2) contract fuel, and 3) commercial fuel.

(d) Safety and Health.

(1) Program Requirement. The Contractor shall implement an Occupational, Safety, and Health (OSHA) program compliant with Federal, State, and local requirements. The Contractor shall designate a person responsible for the OSHA program.

(2) Safety Systems. The Contractor shall implement an effective Integrated System Safety Management program and an Environment Safety & Health program in accordance with the requirements of DOE policies and procedures and OSHA, Federal, State, and local laws.

(3) Substance Abuse. The Contractor shall maintain an FAA approved Drug and Alcohol Testing Program and an Alcohol Misuse Prevention Program in accordance with 14 CFR Part 121 Appendices I and J. OST/AB prohibits, as a condition of this contract, any employee who tests positive from participating in operations on behalf of the Government.

(4) Internal Feedback System. The Contractor shall develop and implement an internal feedback system for reporting and identifying hazards, improving work processes, etc. The Contractor will notify the OST/AB Aviation Safety Officer (ASO) and the COR of hazards, and work process improvements.

(5) Incident/Accident Investigation. The Contractor shall, along with personnel assigned by the COR, investigate incidents and accidents, conduct analysis including human factors, gather and categorize all data and provide the data to the OST/AB ASO. The National Transportation Safety Board may investigate certain incidents and accidents, and will determine the process and personnel who will participate.

(6) Reports to the FAA. The Contractor shall file Service Difficulty Reports or Malfunction Defect Reports in accordance with their approved Operations Specifications and GMM for all civil and public flights.

(7) Safety Meetings. The Contractor shall hold quarterly safety meetings for pilots, and participate on the OST/AB Safety Committee in accordance with the OST/AB Aviation Policy and Procedures Manual.

(8) Protective Equipment. The Contractor shall utilize Government-furnished safety/Personal Protective Equipment as needed/required.

(9) The Contractor has the authority to and shall issue an immediate safety stop work order in the event a condition exists that poses imminent danger to personnel or property. The Contractor shall ensure that its employees understand that work shall not proceed if a safety stop work order is issued. Work will resume when the condition that was the cause of the imminent danger to persons or property is no longer present.

(e) Administrative.

(1) Reports. The Contractor shall provide reports to the COR in accordance with Paragraph 5 below and meet associated suspense requirements. The COR may introduce automated forms, reports and procedures associated with integration software in order to reduce Contractor and NNSA workloads, leverage technology, facilitate effective and efficient Government aviation program management and to meet changing NNSA reporting requirements. All software affecting maintenance recording must be FAA approved for the Certificate holder.

(2) Technical Library. The Contractor shall order, post, maintain, and catalog any publication changes to the Government furnished technical library.

(3) Uniforms. Contractor personnel shall wear distinctive attire. Pilots, CSS, and mechanics should wear distinctive standard industry-accepted attire.

(f) Training. The Contractor shall provide an FAA-approved training program for initial, recurrent, and upgrade training, differences and flight simulator training, annual and semi-annual flight checks, safety training, mechanic training, CSS training, OSHA certifications, human factors training, and other pertinent required training. The Contractor shall submit requests to the COR at least one week in advance for training flights. Contractor personnel shall attend all Government provided training regarding NNSA policies, local policies and procedures, emergency management, radiation safety, OPSEC, security, operating procedures, flight operations software, and FAIRS. This training will be approximately eight hours per Contractor employee each year, and will be scheduled in half-hour, one-hour, and two-hour increments.

(g) Security and Emergency Management

(1) The Contractor shall comply with the OST/AB Security Plan, Aviation Operations Security Plan, and Aviation Site Security Plan.

(2) The Contractor shall not accept, store, process, or transmit classified documents, information, or equipment.

(3) Contractor personnel have access to the KAFB flight line, which is a Security Identification Display Area. Therefore, the Contractor shall ensure all its employees receive a finger print-based criminal history records check as a prerequisite to their employment. Contractor personnel may be required to obtain a NNSA security clearance, and those so designated shall be subject to a background investigation based on the type of information that must be accessed in order to perform the job effectively. The Government bears the cost for background investigations.

(4) The Contractor shall ensure the following personnel have DOE Q or L security clearances: Director of Operations, Director of Maintenance, Chief Pilot, Site/Station/General Manager, pilots, flight mechanics, duty officers (if utilized by the Contractor), and flight dispatch personnel. This list is not all-inclusive and may change at the direction of the COR. The COR will determine the level of security required for each listed position and will bear the

cost of obtaining security clearances. Employees who have passed initial screening may, prior to receiving their security clearance, perform duties not requiring a security clearance.

(5) In-flight Security. Federal Officers may be assigned by the Government to protect certain specific cargo loads or personnel. When assigned, they are authorized to be armed and will so inform the pilot-in-command (PIC). They become an integral part of the assigned crew and are subject to the direction of the PIC during all phases of flight operations. The Contractor shall ensure security procedures specified in the Aviation Operations Site Security Plan are followed by the PIC.

(6) The Government will provide Emergency Management Plans that cover flight operation procedures and the Albuquerque base of operations procedures. The Contractor shall ensure their personnel shall comply with the plans.

5. REPORTS, DATA, AND OTHER DELIVERABLES

The Contractor shall ensure the following reports are submitted to the COR by the dates required. If not otherwise stated, monthly reports are due on the first day of the following calendar month. Quarterly reports are due by the 15th calendar day of the following calendar month.

(a) Standard Report Computerized Accident/Incident Reporting System (CAIRS). The Contractor shall submit the following report data to the COR on a quarterly basis:

- Number of persons assigned
- Number of hours worked
- Number of miles driven
- Number of vehicles assigned
- Number of aircraft assigned
- Number of accidents
- Number of incidents

(b) Occurrence Reporting and Processing System. Information as requested by the OST/AB ASO.

(c) Daily Status Reports. These reports shall be submitted each day, and should be an electronic report on aircraft maintenance status, flight schedule, alert schedule, training commitments etc.

(d) Monthly Maintenance Planning Report. This report is due the first day of each calendar month.

(e) Aviation Performance Indicators. Aircraft reports are meant to measure aircraft reliability, availability and cost of maintenance and focus on the efficiency, and effectiveness and safety posture of an aviation organization. The Contractor shall submit reports prepared at the intervals indicated below. It is intended that many of the reports will be generated electronically from the Flight Operations Software menu. Pending the development of these automated program reports, the Contractor shall submit them in a form and format approved by the COR.

Operational Readiness Reports (Monthly)

- Operations Scheduling Effectiveness (by airplane type and fleet)
- Alert Utilization time (by airplane type, if applicable)
- R&D Utilization Time (by airplane)
- Flight time by aircraft compared to budgeted hours
- Departure (Dispatch) Reliability Rate
- Alert Mission Capability Rate (DC-9)

Maintenance Reports (Monthly)

- Availability Rate (AR) (by airplane type and fleet)

- Non Availability Rate (by airplane type and fleet)
- Non-Airworthy Maintenance Rate (NAMR) (by airplane type and fleet)
- Aircraft Recurring Discrepancy Report (by airplane type and fleet)

Logistics Reports (Monthly)

- Non-Airworthy Supply Rate (NAS)
- Mean Supply Response Time (MSRT)
- Inventory Accuracy Rate (IAR)

Cost Reports (Monthly)

- Maintenance cost to flying hour cost comparison
- Unscheduled maintenance cost per flying hour (labor, parts, materials)
- Scheduled maintenance cost (labor, parts, materials)
- Oxygen, oil and fuel costs by aircraft per flying hour Federal
- Oxygen, oil and fuel costs by aircraft per flying hour Contract
- Oxygen, oil and fuel costs by aircraft per flying hour Commercial
- Administrative Overhead Costs

Safety (As Required)

- Accidents/Incidents per 1,000 departures (as required by the COR)
- Mission: The Contractor shall copy the COR with any PIC after-action report that has negative comments about the flight.

(f) Federal Aviation Interactive Reporting System (FAIRS) data not later than the 15th day of the month following the operational quarter being reported. FAIRS data requirements and definitions are contained in the GSA U.S. Government Cost Accounting Guide.

(g) Availability Rate Reporting.

(1) Aircraft availability is a condition status that indicates the aircraft is airworthy, can perform all the prescribed missions, and does not violate the aircraft Minimum Equipment List. If the aircraft is not available, not airworthy, the Contractor shall perform the work necessary, or obtain the parts that are required to return the aircraft to available status. Deriving Aircraft availability rate is explained below.

(2) Non-available Aircraft is the material condition of an aircraft indicating that it is not capable of flight or safe for flight, or when a maintenance action is required that causes the aircraft to be non-airworthy. An aircraft shall be reported “non-available” during all periods of time when it is not available for a mission because of scheduled or unscheduled maintenance. Scheduled maintenance time for reporting purposes includes routines, details, calendar, engine and special inspections when the combination of inspection requirements is such that it requires placing the aircraft in an inoperable condition.

(3) Non-available hours begin when the Contractor is notified of an inoperable or unsafe condition, and end when the Contractor notifies the COR that the aircraft is ready for pre flight inspection or test flight. If the aircraft is determined to be non-available as a result of the pre flight inspection or test flight and the cause is attributable to the original fault, non-available hours shall continue from the original time of discovery provided the preflight or test flight inspection is performed within 24 hours after notification is provided the COR.

(4) When inspection requirements do not require a major disassembly of the aircraft, the aircraft is considered to be available during the entire portion of the inspection phase of the inspection. However, if panels and equipment are removed to conduct area inspections and cannot be replaced within a two-hour time frame, then the entire inspection is considered to have impacted availability and shall be documented as non-available hours. The two-hour

rule applies to scheduled maintenance only. If the aircraft is not located at KAFB, non-available hours begin when the Contractor's maintenance personnel are notified of the inoperable condition.

(h) Availability Rate Calculation. Availability rates shall be calculated as depicted in DOE Guide 440.2B-1A.

(i) The Contractor shall conduct quarterly program reviews in accordance with Section H026. The agenda will be determined by the COR.